

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

UNIVERSITY OF NORTHERN  
VIRGINIA, INC.  
10021 Balls Ford Road  
Manassas, VA 20109,

Plaintiff,

v.

TIFFIN UNIVERSITY, INC.  
155 Miami Street  
Tiffin, OH 44883,

Defendant.

) Case No. \_\_\_\_\_

) Hon. \_\_\_\_\_

) **COMPLAINT**

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Plaintiff, University of Northern Virginia, Inc., by its attorneys, for its  
Complaint against Defendant, Tiffin University, Inc., alleges as follows:

1. Plaintiff, University of Northern Virginia, Inc. (hereinafter “UNVA”) is a Virginia corporation located at 10021 Balls Ford Road, Manassas, VA 20109. UNVA is an educational institution.

2. Defendant, Tiffin University, Inc. (hereinafter “Tiffin”) is an Ohio corporation and maintains its principal place of business at 155 Miami Street, Tiffin, Ohio 44883. Tiffin is an educational institution.

3. Jurisdiction in this Court is proper pursuant to 28 U.S.C.S. §1332.

4. Venue is proper pursuant to 28 U.S.C.S. §1391(a)(1).

5. In 2005, UNVA began operating a campus in Prague, Czech Republic (hereinafter “UNVA in Prague”). The campus opened successfully and satisfactorily. UNVA is the sole owner of UNVA in Prague.

6. Sometime prior to 2009, Tiffin began to pursue the possibility of opening a campus in Prague. Without notice to UNVA, Tiffin developed a plan to unlawfully and improperly divert students from UNVA for Tiffin’s own benefit without regard to the best interests of the students.

7. In particular, beginning sometime in 2009, Tiffin secretly joined together with current and former employees of UNVA in Prague for the purpose of harming and/or destroying UNVA in Prague.

8. In furtherance of this goal, Tiffin purposefully and intentionally hired or attempted to hire UNVA in Prague employees.

9. Tiffin acted together with employees of UNVA in Prague, while still in UNVA's employ, to plan Tiffin's operations in Prague and gain access to UNVA students.

10. Representatives and agents of Tiffin, acting together with employees of UNVA, purposely recruited UNVA in Prague students to the not yet established Tiffin campus.

11. Tiffin, aided by the UNVA employees improperly induced students to leave UNVA in Prague and sign contracts to enroll with Tiffin.

12. In furtherance on wrongfully harming UNVA, Tiffin leased space on the same floor of the same building as UNVA's offices.

13. Tiffin went so far as to attempt to lease additional classroom space in the same building as UNVA, an effort further intended to divert students from UNVA.

**COUNT I – TORTIOUS INTERFERENCE WITH A BUSINESS  
CONTRACT AND/OR EXPECTANCY**

14. UNVA incorporates the preceding paragraphs as if fully stated herein and further states the following:

15. UNVA had valid contractual and/or business relationships with its students and its employees.

16. Tiffin knew of the contracts and/or business relationships between UNVA and its students and its employees.

17. Upon information and belief, Tiffin intentionally induced students to transfer their enrollment from UNVA in Prague to Tiffin.

18. Tiffin intentionally caused UNVA in Prague employees to leave UNVA in Prague and to work for Tiffin.

19. Tiffin also attempted to cause other UNVA in Prague employees to leave UNVA in Prague and to work for Tiffin.

20. By purposely recruiting UNVA in Prague students and employees, Tiffin intentionally interfered with UNVA's business relationships and induced a breach or termination of those contracts or business relationships.

21. As a result of Tiffin's actions, UNVA has lost enrolled students and has had to expend considerable resources to retain its currently enrolled students.

22. As a result of Tiffin's actions, UNVA has also lost employees.

23. UNVA has incurred damages as a result of Tiffin's tortious interference with its business relations and contracts.

24. Tiffin has acted intentionally, maliciously, with ill will and spite towards UNVA.

**COUNT II - REQUEST FOR TEMPORARY AND  
PERMANENT INJUNCTIVE RELIEF**

25. UNVA incorporates the preceding paragraphs as if fully stated herein and further states the following:

26. The damage to UNVA caused by Tiffin's tortuous interference would be continuous and irreparable and UNVA is without an adequate remedy at law to protect its legitimate business interests.

27. Unless Tiffin is restrained by this Court from continuing to tortuously interfere with UNVA's business relationships and contracts with its

students and employees, UNVA will suffer immediate, substantial and irreparable injury.

28. The benefits to UNVA in obtaining injunctive relief are equal to or outweigh the potential harm which Tiffin would incur if this Court grants the requested injunctive relief.

29. There is a substantial likelihood that UNVA will prevail on the merits of this action.

30. No third parties would be damaged as a result of a restraining order against Tiffin.

31. An injunction against Tiffin would serve the public interest by preserving contractual relationships and preventing unfair competition.

WHEREFORE, Plaintiff UNVA respectfully requests this Court to:

- (a) Enter an injunction, temporarily, preliminarily and permanently, prohibiting Tiffin from interfering with UNVA's existing and future business contracts, employees and students.
- (b) Award damages for past misconduct in an amount exceeding \$75,000.
- (c) Award reasonable attorney fees and costs.

Respectfully submitted,

Dated: September 25, 2009

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